

CONTRACT NO. 09-0130-01

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for the Emergency/Disaster Response Personnel Identification, Accountability, and Tracking System. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. 09-0130-01

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
 - A - NO PROPOSAL REPLY FORM
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C- PROPOSAL SUMMARY

Your proposal and the proposal reply section must be executed completely and correctly and returned to the address below by 3:00 P.M. (EDT) July 7, 2008 to be considered.

**Department of Safety and Homeland Security
Central Fiscal Office
303 Transportation Circle
Dover, Delaware 19901**

A **mandatory pre-bid meeting** has been scheduled for 2:00 P.M June 3, 2008 in the Delaware Emergency Management Agency Training Room, 165 Brick Store Landing Road, Smyrna, DE 19977.

This is a mandatory meeting. If the offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Conference attendees must park in the rear lot and enter the building through the North entrance that faces Route 1.

The definitions and general provisions apply and are a part of this Request for Proposal. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a proposal.

Please review and follow the information and instructions contained in the General Provisions, Special Provisions and this Request for Proposal. Should you need additional information, please call Wilbert Hayes, (302) 659-2350.

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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware.

AGENCY: Contracting State Agency as noted on the cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

REQUEST FOR PROPOSAL: The "Request for Proposal" or "RFP" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, Specifications, and Enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements particular to the contract under consideration and are supplemental to the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer to the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

EOC: Emergency Operations Center

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GENERAL PROVISIONS

SECTION A

1. **REQUEST FOR PROPOSAL:** See "Definitions"
2. **PROPOSAL FORMS:** The Request for Proposal shall contain preprinted forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities, and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.
3. **INTERPRETATION OF ESTIMATES:**
 - A. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item, as may be deemed necessary or expedient, during the period of the contract.
 - B. An increase or decrease in the quantity for any items is not sufficient ground for an increase or decrease in the unit price.
4. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission from it or detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the vendor.
5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:** The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.
6. **PREPARATION OF PROPOSAL:**
 - A. The bidder's proposal shall be written in ink or typewritten on the form provided.
 - B. If items are listed with a zero quantity, bidder shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.
7. **PRICES QUOTED:** The prices quoted are those for which the material will be furnished F.O.B. ordering Agency and include all charges that may be imposed during the period of the contract.

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8. **DISCOUNT:** No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).
9. **SAMPLES OR BROCHURES:** Samples and/or brochures may be required by the Agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.
10. **DELIVERY OF PROPOSALS:** Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals may be hand delivered to the Department at the address (b) listed below. Proposals forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Proposals forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:
- A. U.S. Mail (***not recommended***): Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903
- B. Other Delivery: Department of Safety and Homeland Security
Central Fiscal Office
303 Transportation Circle
Dover, Delaware 19901
- All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.
11. **WITHDRAWAL OF PROPOSALS:** A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the date and time set for the opening of the proposal.
12. **PUBLIC OPENING FOR PROPOSAL:** Proposals will be opened publicly and read at the place designated by the Agency on the date and hour set in the proposal. Bidders or their authorized representatives are invited to be present.

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13. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:
- A. More than one proposal for the same contract from an individual, firm or corporation under the same or different names. More than one proposal is acceptable if bidder represents more than one manufacturer or material.
 - B. Evidence of collusion among bidders.
 - C. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.
 - D. Unsatisfactory performance record as evidenced by past experience.
 - E. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis value.
 - F. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

SECTION B – AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**
- A. After the proposals have been opened and an award has been made the results will be made available to the public.
 - B. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.
2. **MATERIAL GUARANTY:** Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all of the materials to be used in the contract together with such samples as may be required for the purpose of testing.
3. **AWARD OF CONTRACT:** Within ninety days from the date of opening proposals, the contract will be awarded or the proposals rejected.

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1. **EXECUTION OF CONTRACT:**

- A. The bidder to whom the award is made shall execute a formal contract and furnish good and sufficient bond, if required, within twenty days after date of official notice of the award of contract.
- B. If the successful bidder fails to execute the required contract and bond, if required, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lower qualified bidder of the work or re-advertised, as the Agency may decide.

2. **REQUIREMENT OF CONTRACT BOND:**

- A. Successful bidders shall furnish bond to the State of Delaware for the benefit of the Agency with surety in the amount of 100 percent of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
 - B. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.
3. **WARRANTY:** The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.
4. **THE CONTRACT(S):** The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, acting for all participating agencies.
5. **RETURN OF BIDDER'S DEPOSIT:** The deposits shall be returned to the successful bidder upon the execution of the contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.
6. **INFORMATION REQUIREMENT:** The successful bidder(s) shall be required to advise the Department of Safety and Homeland Security, Delaware Emergency Management Agency of the gross amount of purchases made as a result of the contract.

SECTION C – GENERAL PROVISIONS

1. **AUTHORITY OF AGENCY:** On all questions concerning the interpretation of specifications, the acceptability and quality of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding

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2. **LAWS TO BE OBSERVED:** The contractor is presumed to know and shall strictly comply with all National, State or County Laws, and City or Town Ordinances and Regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.
3. **PERMITS AND LICENSES:** All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.
4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**
 - A. The contractor shall provide for the use of any patented design, device, material or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
 - B. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.
5. **EMERGENCY TERMINATION OF CONTRACT:**
 - A. Due to restrictions that may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
 - B. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within reasonable time, the incomplete portions of work may be canceled, or the contract may be terminated.
6. **TAX EXEMPTION:**
 - A. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
 - B. Any material that is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). The contractor shall pay all transportation charges. Each bidder shall take his exemption into account in calculating his bid for his work.

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7. **OR EQUAL (PRODUCTS BY NAME):** Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance, and endurance qualities of the material offered is equal or superior to that specified.
8. **BASIS OF AWARD:** The Department of Safety and Homeland Security, Delaware Emergency Management Agency will award this contract to the bidder(s) which in their judgement best serves the interest of the State of Delaware. Personnel with experience and technical background may be utilized by the Department of Safety and Homeland Security, Delaware Emergency Management Agency in making judgement. In case of error in price extension, the unit price(s) shall prevail.
9. **INVOICING:** After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures.

SECTION D – EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:** During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees to follow:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; lay-off or termination rates of pay or other forms of compensation; and selection for training; including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, color, sex, age, or national origin.
 - C. The term “contractor for public works” means construction, reconstruction, demolition, alteration and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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NOTE: The special provisions supercede the general provisions.

1. **CONTRACT PERIOD:**

The contract shall be valid for a period of three (3) years from the award date. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and the Delaware Emergency Management Agency. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. **PRICES:**

Prices and/or rates will remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

A. The structure must be clear, accountable and auditable.

B. It must cover the full spectrum of services required.

C. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

3. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the subsequent optional years, the Delaware Emergency Management Agency shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

4. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

5. **BOND REQUIREMENT:**

A. BID BOND: WAIVED

B. PERFORMANCE BOND: WAIVED

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6. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies.

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
- i. Workmen's Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractor's employees engaged in any work hereunder.
 - ii. Comprehensive Liability - Up to one million dollars (\$1,000,000) single limit per occurrence including:
 - a) Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.
 - b) Property Damage Liability - All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
 - c) Contractual liability, premises and operations, independent contractors, and product liability.
 - iii. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.
- C. Before any work is done hereunder, the Certificate of Insurance and/or copies of the Insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Department of Safety and Homeland Security
Office of the Secretary
P.O. Box 818
Dover, DE 19903**

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7. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish the Delaware Emergency Management Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8650 - Public Service, (302) 577-8250 - Licensing Department.

8. **HOLD HARMLESS:**

The successful contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invitees on or about the premises and which arise out of the successful offeror's performance, or failure to perform as specified in the Agreement.

9. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent service on the open market. Any difference in cost between the contract prices herein and the price of open market service shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market services can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

11. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Delaware Emergency Management Agency shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Delaware Emergency Management Agency must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

12. **BUSINESS REFERENCES:**

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

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13. **BILLING:**

The successful contractor is required to "Bill as Performed" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

14. **PAYMENT:**

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

15. **PROPOSAL/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Delaware Emergency Management Agency.

16. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

17. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

18. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

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19. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, must be clearly identified in the financial proposal.

20. **PERSONNEL:**

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- B. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

21. **TERMINATION OF P.O.'s:**

- A. Termination for Cause If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- B. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.
- C. If the P.O. is terminated due to the fault of the contractor, Paragraph 21A hereof relative to termination shall apply.

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22. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- A. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
 - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
 - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- B. Procurement of reports or other printed materials and reproduction of materials; and
- C. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

23. **CONSULTATION AND REPORTING:**

The Contractor shall submit financial and narrative progress reports at the completion of each task. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records:

- A. File memos on meetings, site visits, and other activities;
- B. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and

Mileage and travel expense records, salary information and such other data as are necessary to document and substantiate the contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

24. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order

INTEREST OF CONTRACTOR:

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25. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

26. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

27. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

28. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

29. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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30. **GRATUITIES:**

- A. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- B. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

31. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

32. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency shall inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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33. **TERMINATION OF CONTRACT:**

- A. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- B. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

34. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

35. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

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36. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor must be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

37. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- A. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- B. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

38. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal that you deem to be confidential or proprietary information that should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether information may be or must be divulged to the party.

39. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- | | |
|-------------------------------------|-------------------------|
| A. Contract | E. Proposal |
| B. Request for Proposal | F. Purchase Order |
| C. Specifications or Scope of Work | G. Special Instructions |
| D. Definitions & General Provisions | |

40. **ASSIGNMENT:**

This contract cannot be assigned except by express written consent from the Cabinet Secretary, Department of Safety and Homeland Security, of the State of Delaware.

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41. **STANDARD PRACTICES:**

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to State standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State standards or practices.

42. **CONFIDENTIALITY AND DATA INTEGRITY:**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, (Attachment 1)**, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

43. **SECURITY**

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at **www.sans.org/top20.htm** for your

44. **CYBER SECURITY LIABILITY:**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

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I. INTRODUCTION:

A. PURPOSE:

The Delaware Emergency Management Agency and the Department of Safety and Homeland Security is soliciting proposals for a Emergency/Disaster Response Identification, Accountability, and Tracking System to control access and track personnel involved in a major incident. In addition, the State, depending on future funding, may exercise the option to purchase additional add on capability for Patient Tracking.

It is the goal of this Request for Proposal to identify a vendor and execute a contract to purchase an Identification System that includes software, and associated hardware and supplies to meet the needs outlined in the Scope of Works and Specifications.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offeror's ability to provide the products specified in the RFP and any other value-added service(s) not specifically requested.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Safety and Homeland Security and Delaware Emergency Management Agency.

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C. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror shall provide the required software, equipment, equipment maintenance, warranties, and training listed in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

D. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Ten (10) copies of the Proposal must be submitted in a sealed envelope clearly marked with the name of the offeror and labeled Emergency/Disaster Response Personnel Identification, Accountability, & Tracking System, Contract # 09-0130-01. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining nine (9) copies do not require original signatures.

E. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

F. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

G. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractors offers to meet the requirements of the RFP. **DO NOT USE RING BINDERS.**

H. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this contract, to reject any proposals, to waive minor irregularities in proposals or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

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III. SCOPE OF WORK:

A. OVERVIEW:

The Delaware Emergency Management Agency, is soliciting proposals for an Emergency/Disaster Response Personnel Identification, Accountability, and Tracking System with the option for the purchase of patient tracking capability in the future. The Contractor(s) shall provide all materials and labor to satisfy the Delaware Emergency Management Agency, Department of Safety and Homeland Security need for an Emergency/Disaster Emergency Personnel Identification, Accountability, and Tracking System as described herein. Each proposal must contain a detailed description of how the offeror will provide each of the products outlined in this RFP to include software, hardware, maintenance support, warranty, and training requirements. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services/products.

B. STATEMENT OF NEEDS:

1. The State will maintain two database servers that will link the Major Incident Identification Card System to the State Emergency Operations Center, three County Emergency Operation Center's, and the City of Wilmington Emergency Operation Center. The Servers will connect the system with the EOC's via the Secured Socket Layer (SSL) Virtual Private Network (VPN) on the State's Wide Area Network. The plan is to maintain and control the issue of cards through the State EOC, three County EOC's, and the City of Wilmington EOC. The concept of the card will have incident access information on the front and agency specific information on the back. The personnel information will be collected by the responding agency. A request for a State Responder ID will be processed and printed at the Delaware Emergency Management Agency EOC. The ID would be issued to the authorized agency representative requesting the State Responder ID. The State Responder ID will be used in controlling access and tracking personnel involved in a major incident. The card must meet Federal Information Processing Standard (FIPS) 201 to be a platform for interoperability. Additionally, Mobile Command Posts will be able to produce temporary ID cards at the Incident site. Wireless handheld readers will be used to validate access into the site.
2. The State also anticipates the future purchase of Patient Tracking capability that must be compatible and interface with the Emergency/Disaster Response Personnel Identification, Accountability and Tracking System when funding becomes available. Furthermore, the State foresees a need for the Patient Tracking System to interface with the State of Delaware's Department of Health and Social Services EDIN System which provides patient tracking and status once in a health care facility. Proposals must include software solutions that are compatible and meet Patient Tracking System requirements and can be linked to the EDIN System. Specifications and requirements for both systems are listed in

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The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

V. PROPOSAL EVALUATION PROCEDURES:

A. BASIS OF AWARD:

The Delaware Emergency Management Agency shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Delaware Emergency Management Agency reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. REVIEW COMMITTEE:

A group with expertise in procurement, contract management, budgeting, operations and technical expertise will comprise the Review Committee.

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C. KEY RFP DATES/MILESTONES:

The following dates and times apply to this RFP and any subsequent contract. However, vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Contractors	May 12-June 24, 2008
Mandatory Pre-bid Conference	June 3, 2008, 2:00P.M. (EDT)
Written questions due NLT	June 10, 2008, 2:00P.M. (EDT)
Written answers to questions due/posted to Website NLT	June 17, 2008
Proposals due NLT	July 7, 3:00 P.M.(EDT)
Public Proposal Opening	July 7, 3:00 P.M. (EDT)
Proposal evaluation/presentations as required	July 30, 2008
Contractor Best & Final Discussions as required	August 6, 2008
Contractor Selection	August 10, 2008

All questions with regard to the interpretation of this solicitation or specifications must be received in writing no later than 2:00PM, May 30, 2008. All questions will be answered in writing no later than 4:30P.M. June 6, 2008 and posted on the Delaware Emergency Management Agency website at <http://dema.delaware.gov>. All questions must make specific reference to the section(s) and page numbers in the RFP. Oral explanations or instructions will not be binding.

A **mandatory pre-bid conference** has been scheduled for 2:00 P.M., (EDT), June 3, 2008 in the Delaware Emergency Management Agency Training Room, 165 Brick Store Landing Road, Smyrna, DE 19977. **This is a mandatory conference.** If the offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Conference attendees must park in the rear lot and enter the building through the North entrance that faces Route 1.

D. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the products and services described in the application. The response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- At least three references are required (See § 12 – Special Provisions).
- Address the specific qualifications, and experience of those employees involved in providing the software, hardware, training and maintenance support requirements of the contract.

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- Responsiveness (degree of fit) with the requirements & apparent overall quality of proposed software, hardware, communications and services.
- Describe in detail, at least three (3) examples where similar projects were undertaken by your firm and describe the outcome, duration and any problems or issues that developed. If problems did occur, describe how they were resolved to the client's satisfaction.
- The ease of customer software use, accuracy, logic checking and flexibility
- Describe in detail your approach providing initial and any required follow up training to include the depth and duration
- Describe your procedures and response times for maintenance support during and after the standard warranty period
- Provide all requested pricing in the Proposal Reply Section of this RFP.
-

E. CRITERIA AND SCORING:

	EVALUATION CRITERIA	POINTS
1.	The qualification and experience of the persons to be assigned to the project	25
2.	Responsiveness (degree of fit) with the requirements & apparent overall quality of proposed software, hardware, communications and services	75
3.	Degree of interoperability with offeror's own or other supplier's software packages	75
4.	The demonstrated experience in the development and implementation of integrated packaged software of the same specifications & scope	50
5.	Ease of customer software use, accuracy, logic checking and flexibility.	50
6.	Training plan approach and comprehensiveness	25
7.	Standard warranty and after warranty expiration maintenance response/time & procedures	50
8.	The price proposal	50
	Total points	400

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CRITERIA AND SCORING-continued:

Review Committee members will assign up to the maximum number of points listed for each of the three (3) items listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

APPENDIX A

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SPECIFICATIONS/SCOPE OF WORK

The Delaware Emergency Management Agency is soliciting proposals for an Emergency/Disaster Response Personnel Identification, Accountability, and Tracking System to include a future solution for expanding this system to include patient tracking.

The Vendor(s) shall provide all materials, labor and services to satisfy the Department of Safety and Homeland Security, Delaware Emergency Management Agency need for the Emergency/Disaster Response Personnel Identification, Accountability, and Tracking System as described herein. The proposal must also provide future solutions for expanding this system to include patient tracking capability. Each proposal must contain a detailed description and solution as to how the offeror will provide these systems as outlined in this RFP. Requirements must also include software delivery time and warranty information. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP:

SYSTEM REQUIREMENTS

A. Emergency/Disaster Response Personnel Identification, Accountability and Tracking System:

The State of Delaware is initiate an interagency, interoperable solution to control access to a major incident by producing Identification Cards which can store personal, medical, training, and job and qualification information through the establishment of a three phased product solution:

- The ability to produce identification tagging on-scene and off-scene
- The capability for automated data capture via a handheld wireless device
- The ability to monitor personnel on-scene through an incident management software program that has export/import capabilities

The ID System shall be composed of Fix Site, Mobile Command, Local Agency component that are interoperable. The fix site portion will be installed at the State EOC, three (3) county EOC's, and the City of Wilmington EOC. The Host, Command, and Mobile Command portion will outfit five vehicles. The Local Agency portion allows for the purchase of an Identification System that is interoperable but does not allow local agencies to design cards nor print the laminated State Responder Card. This package should represent a system complete with supplies for 1,000 cards, lanyards, slot/hold punch, and system installation and integration. The Identification System shall also include card design creation, advanced training on ID system, installation, and first year on site maintenance agreement.

1. Identification Software: Identification Software shall provide the following capabilities:

- User-defined card size (CR60, CR80, & custom sizes)
- Auto-create production form
- Shape drawing support
- Flexible font sizing and colors
- Multiple field selections, alignment and formatting

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- Copy card and report designs between projects
- Fields for date, non-printable area, list, composite, print count, auto sequence, bar codes (22 types), magnetic stripes, signature, smart card, binary field and event button
- Photo with border, ghost or transparent background options, static and variable graphic

SYSTEM REQUIREMENTS-continued

1. Identification software-continued:

fields with ghost and transparent color options.

- In-production image import and export (BMP, OPS, JPG, PCT, PCX, PNG,TGA, TIF, and WMF).
- Image and signature storage as BLOB's or files
- Multiple images per record
- Quick, advanced and stored searches
- Text field masking
- PDF417 binary code support
- Crop and adjust existing photo
- Batch import/export photos and images from production
- Supports multiple table databases
- Supports Software Developer's kit
- Smart card support pack
- Education support pack
- Auto-create Microsoft Access 2000 database; databases supported include Access 2000, 2002, 2003; Microsoft SQL Server 200 and 2005; Oracle Oracle8i and Oracle9i; IBM DB2 Universal Server 7.1 and 8.1
- Biometric Server application
- LDAP-compliant directory services
- Login timeout feature
- Restrict project access by user
- Secure user audit trail
- Enhanced user password security

a. Card Printer: Dual-sided Cards that meet, Federal Information Processing Standard (FIPS) 201 will be produced from the Card Printer providing the following capabilities:

- One or two sided edge to edge printing
- Continuous-tone for full-color or black-and-white signatures
- Alphanumeric text, logos, and digitized signatures
- Variety of bar codes and background patterns
- Automatic printer setting and offsets, automatic ribbon identification, validation and low ribbon warning
- Option to choose topcoat or patch lamination, or lamination with duplexing or lamination without printing
- Printer automatically adapts to laminate supply type
- Printer driver pooling supporting Windows 2000 and XP

- Printer driver with user-adjustable image and color controls, user-defined print and topcoat panel blocking
- Audio and visual message prompts on printer and PC
- Automatic card feed; quick-change ribbon and laminate cartridges
- Magnetic stripe encoding (IAT; dual high and low-coercivity; tracks 1, 2 and 3 for IAT)

a. Card Printer-continued:

- Smart card options for contact and contactless all-in-one readers, contact stations, and HID class reader
- 100 or 200 card input hopper
- 100 card output hopper
- Ability for magnetic stripe and smart card field upgrade
- Hardware lock system
- Print resolution of 300 dots per inch, 256 shades
- Accepts glossy-surfaced PVC cards measuring 3.375 in. by 2.125 in.; other PVC over laminates are options
- Accepts card thickness from .02 to .05 inches + 10 % for print-only; .03 to .05 inches + 10% for print and laminate

b. Camera and Photo Software: One (1) Digital Camera, software and accessories

- Photo Pointe software or equal with USB license key
- 8.0 mega pixel digital camera
- Standard USB Cable and USB extension cable
- AC power supply
- Country specific power cord
- Tripod, backdrop, stand and frame
- External flash with bracket. Adjustable for full, half, and quarter power, 3 second recycle time, flash life of 50,000 flashes minimum at full power, working distance of 6 to 15 feet, external power supply.
- Sync cord and hot shoe adapter

c. Supplies and Accessories:

- Ribbon Kit, or equivalent; yields 300 cards, color/UV front, black back; Kit includes stick roller and cleaning card.
- Holographic Laminate Ribbon, or equivalent, yields 300 cards and include first responder security laminates with micro-printing and holographic images.
- Optical sensor that yields 350 cards.
- Includes 1000 blank white cards minimum
- Includes 100 blank white Sticki-back cards
- Lanyards – 3/8" nylon woven, specified color, minimum quantity of 100
- Slot/Hole Punch
- Badge Holders; clear vinyl, specified color, minimum quantity of 100

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2. Emergency/Disaster Response Personnel Identification, Accountability and Tracking System- Local Response Agencies Solution

a. Identification Software

Version of card production software as listed above, that does not allow for the designing of cards.

b. Camera and Photo Software Package

Version as listed above. Includes non-external flash digital camera package

c. Dual-Sided Printer

- Printer without the capability to laminate cards
- Edge to Edge printing
- Continuous tone for full color or black-and-white photos
- Variety of bar code and background patterns
- Full-color print speed of up to 180 cards per hour (one-sided) and up to 115 cards per hour (two-sided), and monochrome print speeds of up to 700 cards per hour (one-sided) and up to 300 cards per hour (two-sided)
- Ethernet 10 Base-T bi-directional networking supported on Windows XP, 2000, ME, 98 and Windows NT operating systems
- Audio and visual message prompts on printer and PC
- Operator-replaceable print head

3. HOST, COMMAND, and MOBILE/HANDHELD Software & Devices:

The HOST, COMMAND, and HANDHELD portions of this system allow for the capturing of the data from the barcodes to a computer module that will track responders and patients (upon application of the patient tracking portion). The System shall provide for the ability to monitor personnel on-scene through an incident management software program that has export/import capabilities. Requirements are to support the State EOC, Three (3) County EOC's, City of Wilmington EOC, and Five (5) Mobile Command Vehicles.

- HOST Module to include Host Software (per CPU)
- HOST Software Maintenance Contract (1 year, annual renewal)
- COMMAND Module (Per CPU)
- COMMAND Software Maintenance Contract (1 year, annual renewal)
- Digital Industrial Scanner with power and RS232 Cable (direct-connect to COMMAND laptop)
- 11 Mbs Spec 24 Access Point Package for COMMAND laptop
- Fixed mount vehicle antenna for wireless access point (two)
- Industrial Pocket PC with preloaded interTRAX or approved equal software

- Spare battery for hand held pocket PC
- Cradle for hand held pocket PC with USB cable for HQ/EOC
- Vehicle cradle for hand held pocket PC for command vehicle

4. Optional Purchase Items:

a. Fingerprint Software: The fingerprint software shall provide the following capabilities:

- Capture, print and store fingerprint images
- Enroll and verify biometric fingerprint templates (with Identification software)
- One-to-one certification with identification software
- A fingerprint reader
- USB license key
- Installation instructions and user documentation
- Optical sensor
- Image capture surface of .66 inches by .66 inches (17 x 17 mm)
- USB interface; and powered through USB port

4. Optional Purchase Items-continued:

b. Signature Pad and Software: The signature pad and software shall provide the following capabilities and equipment:

- Integrates with identification software
 - Capture and store signatures as Windows Metafile Format (.WMF) and Bitmap (.BMP) file format
- Large signing area, 4.4 inches by 1.3 inches
- Tethered pen
- Configure pen weight and color
- Backlit LCD panel
- Software with USB security key
- USB interface
- Installation instructions
- Resolution of 1804 by 533

c. Patient Tracking System:

- Capable of scanning enabled and capture triage data on-site through use of pocket PC
- Pocket PC capable of uploading data wirelessly to on-site data control PC
- Capability for the on-site control PC to communicate with receiving facility
- On-site control PC verification that patient has been received by receiving facility

d. EDIN System:

The EDIN System is written in PowerBuilder. Connectivity to the system is through the internet and enabled by Citrix with SQL as a database.

REQUEST FOR PROPOSAL
CONTRACT NO. 09-0130-01

EMERGENCY/DISASTER RESPONSE PERSONNEL IDENTIFICATION, ACCOUNTABILITY, &
TRACKING SYSTEM

PROPOSAL REPLY SECTION

Please fill out the attached forms fully and completely and return to the address below by 3:00 P.M., (EDT) July 7, 2008 at which time proposals will be opened.

**Department of Safety and Homeland Security
Central Fiscal Office
303 Transportation Circle
Dover, Delaware 19901**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

CONTRACT NO: 09-0130-01

TITLE: Emergency/Disaster Response Personnel Identification, Accountability, and Tracking System

OPENING DATE: July 7, 2008

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware, Department of Safety and Homeland Security.

It is agreed by the undersigned offeror that the signed delivery of this bid represents the offeror's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Safety and Homeland Security.

COMPANY NAME _____ (Check One)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

(Please type or print)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

ADDRESS OF COMPANY _____

PHONE NUMBER _____ FAX NUMBER _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: (Please circle)	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterpris</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>e (MBE)</u>			<u>(DBE)</u>		

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED FOR YOUR BID TO BE
CONSIDERED**

Sworn to and Subscribed before me this _____ day of _____, 20____.

My Commission Expires _____

State of _____

City of _____

County of _____

NOTARY PUBLIC

STATE OF DELAWARE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
Delaware Emergency Management Agency
303 TRANSPORTATION CIRCLE
DOVER, DELAWARE 19901

PROPOSAL REPLY SECTION

Proposers are asked to provide pricing for the following material and services:

Required Software & Equipment Pricing:

Item #	Description	Quantity	Unit Cost	Total Cost
1.	Identification Software for EOC's	1	\$ _____	\$ _____
a.	Card Printer-with laminate capability	5	\$ _____	\$ _____
b.	Camera & Photo Software	5	\$ _____	\$ _____
c.	Supply & Accessory Kit	5	\$ _____	\$ _____
	Total Cost			\$ _____

Item #	Description	Quantity	Unit Cost	Total Cost
2.	Identification Software for local agencies	1	\$ _____	\$ _____
a.	Card Printer- without laminate capability	1	\$ _____	\$ _____
b.	Camera & Photo Software	1	\$ _____	\$ _____
c.	Supply & Accessory Kit	1	\$ _____	\$ _____
	Total Cost			\$ _____

Item #	Description	Quantity	Unit Cost	Total Cost
3.	Handheld Pocket PC	5	\$ _____	\$ _____

Item #	Description	Cost Per Man Hour
4.	Initial Training	\$ _____
5.	Additional Training	\$ _____
	Total Cost	\$ _____

Item #	Description	Cost
6.	Standard Warranty Period for Equipment Months	\$ _____
7.	Extended Warranty Period for Equipment for 36 Months	\$ _____
8.	On-site Software & Equipment Maintenance Support	\$ _____
9.	Off-Site Software & Equipment Maintenance Support	\$ _____
	Total Cost	\$ _____

STATE OF DELAWARE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
Delaware Emergency Management Agency
303 TRANSPORTATION CIRCLE
DOVER, DELAWARE 19901

PROPOSAL REPLY SECTION

Item #	Description	Quantity	Unit Cost
10.	License	1-10	\$ _____
		11-20	\$ _____
		21-50	\$ _____
		51-100	\$ _____
		101-200	\$ _____
		201 & above	\$ _____
	Total Cost		\$ _____

Optional Purchase Items:

Item #	Description	Quantity	Unit Cost	Total Cost
11.	Finger Print Software	5	\$ _____	\$ _____
12.	Signature Pad and Software	5	\$ _____	\$ _____
13.	Patient Tracking System Software	1	\$ _____	\$ _____
	Total Cost			\$ _____

ATTACHMENT 1



State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I, as an employee of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read and understood the terms of the above Confidentiality and Integrity of Data Statement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature

Date: _____
